



Office of Inspector General

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**United States Department of State
and the Broadcasting Board of Governors
Office of Inspector General**

Report of Audit

Review of Allegations Concerning DynCorp International's Worldwide Personal Protective Services Contract in Afghanistan

Report Number AUD/PPA-04-45, September 2004

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PREFACE

This report was prepared by the Office of Inspector General (OIG) pursuant to the Inspector General Act of 1978, as amended, Section 209 of the Foreign Service Act of 1980, the Arms Control and Disarmament Amendments Act of 1987, and the Department of State and Related Agencies Appropriations Act, FY 1996. It is one of a series of audit, inspection, investigative, and special reports prepared by OIG periodically as part of its oversight responsibility with respect to the Department of State and the Broadcasting Board of Governors to identify and prevent fraud, waste, abuse, and mismanagement.

This report is the result of an assessment of the strengths and weaknesses of the office, post, or function under review. It is based on interviews with employees and officials of relevant agencies and institutions, direct observation, and a review of applicable documents.

The recommendations therein have been developed on the basis of the best knowledge available to the OIG, and have been discussed in draft with those responsible for implementation. It is my hope that these recommendations will result in more effective, efficient, and/or economical operations.

I express my appreciation to all of those who contributed to the preparation of this report.

A handwritten signature in cursive script, reading "Cameron R. Hume", is positioned above the printed name.

Cameron R. Hume
Deputy Inspector General

TABLE OF CONTENTS

SECTION	PAGE
SUMMARY	1
BACKGROUND	3
OBJECTIVES, SCOPE, AND METHODOLOGY	5
FINDINGS	7
APPENDICES	
A. Worldwide Personal Protective Services Contract in Afghanistan (S-LMAQM-00-D-0027); Task Orders 6 through 10	15
B. A/LM/AQM's Memo: Draft Audit Report on the Review of Allegations Concerning DynCorp International's Worldwide Personal Protective Services Contract in Afghanistan	17
C. DS's response to Draft Audit report on the Review of Allegations Concerning DynCorp International's Worldwide Personal Protective Services Contract in Afghanistan	19
ABBREVIATIONS	21

SUMMARY

The Office of Inspector General (OIG) reviewed allegations pertaining to DynCorp International's Worldwide Personal Protective Services (WPPS) contract in Afghanistan. This portion of the contract provides protective services, construction of a housing compound, and related operational support for the president of Afghanistan and the U.S. Embassy in Kabul. In November 2003, a source raised allegations regarding improper management activities concerning the WPPS contract and possible fraud. The allegations were referred to the Office of Audits. The source alleged that Bureau of Diplomatic Security (DS) officials, as the contracting officer's representative (COR), did not provide adequate oversight of the contract and task orders for Afghanistan and did not ensure compliance with applicable procurement laws and regulations. The source also alleged that DynCorp did not comply with the applicable contract terms and its modifications concerning work in Afghanistan. The objective of this review was to evaluate the merits of the allegations and determine if further action was warranted.

The review found no indications of fraud or mismanagement by the contractor. OIG identified poor financial oversight of the contractor by DS that allowed duplicate or erroneous billings of about \$950,000 to be charged to the contract. This amount was identified from reviewing only a limited sample of \$17 million in contract expenses. OIG also noted instances of poor accounting of expenses by DynCorp, including charges to the wrong task order. In addition, OIG found a mischarge of WPPS work in Israel to the Afghanistan portion of the contract and expenses from another DynCorp contract for police training in Afghanistan also erroneously charged to the WPPS effort in Afghanistan. OIG found no merit to an allegation that DynCorp was paying protective services staff excessive incentives to stay in Afghanistan, which was more than it would cost to train new staff. However, in the course of this work, OIG identified that only 44 percent of protective detail members completed their contract with DynCorp. As a result, protective details have been understaffed, although OIG found no adverse impact in meeting mission requirements. In addition, recruitment and training have had to be accelerated to meet contract demands for more staff, which has increased contract costs. OIG observed portions of the training curriculum and found it to be very professional.

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DS has acknowledged that contractor financial oversight needs to be improved and has proposed hiring a financial specialist to review contractor invoices. OIG notes that DynCorp has agreed to credit the Department of State (Department) for approximately \$950,000 in duplicate or erroneous billings identified during the review. The Bureau of Administration, Office of Logistics Management, Office of Acquisitions (A/LM/AQM) response cited that thus far the credits have totaled over \$1.4 million. OIG is recommending that the A/LM/AQM verify contract credits and correction of invoiced amounts to the proper contract element, strengthen Department financial oversight of the contract, and consider an interim audit.

BACKGROUND

DynCorp's WPPS contract for Afghanistan (S-LMAQM-00-D-0027) has provided support to: (1) protect Afghanistan's President Karzai 24/7, with a detail of [] protective specialists operating under the direction of DS special agents; (2) provide a complement of [] security personnel that supplement the Karzai detail by standing guard at internal checkpoints on the presidential compound; (3) protect the U.S. Ambassador to Afghanistan and other embassy staff 24/7, with a detail of [] protection experts; (4) provide training for the protective specialists assigned to these details; and (5) provide guard services at construction gates in support of ongoing construction for a new U.S. Embassy in Kabul. This portion of the WPPS contract was valued at \$60.6 million as of January 21, 2004, in relation to the total contract value of about \$114 million. The Department issued a full and open solicitation for WPPS requirements on August 25, 2004. The proposals are due October 12, 2004.

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In a report dated June 26, 2003, the Defense Contract Audit Agency (DCAA) reviewed WPPS costs for Afghanistan totaling about \$6.7 million. For the 51 separately funded line items, DCAA found that 25 were significantly underbilled or overbilled. A charge of \$55,000 for rent was also double-billed. The report concluded that DynCorp's accounting and billing procedures were unacceptable.

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OBJECTIVES, SCOPE, AND METHODOLOGY

The primary review objectives were to determine whether (1) DS officials, as the COR, provided adequate oversight of the subject contract and task orders concerning services in Afghanistan and ensured compliance with applicable procurement laws and regulations, and (2) DynCorp complied with the applicable contract and modifications. Specifically, OIG reviewed the validity of seven allegations made concerning the contract:

1. DS rushed the request for proposal without adequate preparation.
2. The contract did not adequately address operational issues or logistics.
3. The Department might be inappropriately covering unauthorized expenses with funds from this contract, such as costs in Iraq.
4. DS was not adequately monitoring the contract.
5. DynCorp was paying protective services staff excessive incentives to stay in Afghanistan, which was more than it would cost to train new staff.
6. Weapons for protective staff might have been purchased without the proper permits.

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OIG reviewed the DynCorp WPPS contract's task orders 6, 7, 8, 9, and 10, valued at approximately \$60.6 million as of January 21, 2004. (See Appendix A.) The WPPS is a labor-hour, indefinite-quantity (time and materials) type of contract. Labor rates are fixed in the basic contract. A subtask order (6-A) is a separate cost-reimbursable, cost-plus-fixed-fee requirement amounting to about \$31 million.

In April 2004, OIG visited Embassy Kabul, including the Karzai Protective Organization (KPO) compound. At post, OIG met with senior embassy officials and DS personnel managing KPO operations and DynCorp managers, support personnel, and a sample of members on the detail. OIG examined financial and personnel records for the WPPS contract at DynCorp headquarters in Irving, Texas, and in Kabul. OIG sampled invoices totaling about \$17 million in task orders for Afghanistan that included fixed-fee and cost-reimbursable billings. OIG judgmentally sampled billed amounts for new construction and personnel accommodations, a two-story building refurbishment, salaries and support for contract personnel, explosive ordnance detection dog units, administrative support elements, medical units, and vehicle maintenance.

OIG also reviewed applicable subcontractor agreements and related costs. While at post, OIG performed a limited inventory review, based on a judgmental sample, of expendable and nonexpendable items, including medicines, motor vehicles, supplies, and vehicle parts. OIG also reconciled the petty cash fund and reviewed cash expenditures. OIG reviewed DCAA's June 26, 2003, report on WPPS that covered costs incurred between August 2002 and February 20, 2003. OIG also reviewed the DCAA report dated February 12, 2004, that evaluated contractor corrective actions from the June 2003 report. OIG discussed and reviewed corrective actions with DynCorp officials in Irving, Texas.

With the assistance of experts from OIG's Office of Investigations, OIG reviewed the detail member selection process and training curriculum. OIG observed and evaluated detail member training at the Crucible security training center in Fredericksburg, Virginia, and driving training at the Bill Scott Raceway in Summit Point, West Virginia. During June 2004, OIG visited DynCorp's overseas administrative office in Dubai, United Arab Emirates.

OIG presented the Department with a draft copy of the report for comment and the responses are included in the Appendixes B and C.

OIG's Office of Audits, Procurement, Property and Administrative Support Division performed this review between January and June 2004. This review was made in accordance with government auditing standards and included appropriate tests of financial and internal controls to the extent necessary to satisfy the objectives. OIG did not do a full review of internal controls, but the work identified shortcomings in the Department's contract administration practices and questioned costs that are ineligible or unsupported under the contract.

FINDINGS**Allegation 1: DS Rushed the Request for Proposal Without Adequate Preparation**

OIG found no basis to this allegation. The Department was justified, to meet an immediate need, to use outside contractual support under the existing DynCorp WPPS contract for the protection of high-level officials in an extremely high-threat area. Under the Omnibus Diplomatic Security and Antiterrorism Act of 1986,¹ DS is given a broad range of responsibilities that include protection of personnel and facilities, both domestic and abroad. The Department, principally the Deputy Assistant Secretary and Director, Diplomatic Security Service, cannot provide special agents from existing resources for protective services on a long-term basis owing to the limited resources DS has available. Therefore, the Department requested contract support to quickly train and deploy the Karzai Protective Detail (KPD), "as mandated by the administration." The Department recommended using other than full and open competition² for this requirement, which was approved by the Department's competition advocate and the acting procurement executive on October 15, 2002.

Allegation 2: The Contract Did Not Adequately Address Operational Issues or Logistics

OIG observed that the KPD compound, including living quarters, and all support services were adequate. The contract addressed operational and logistical issues, including compound lease arrangements, vehicles, vehicle maintenance, fuel, demining and site clearing, accommodations, catering, explosive ordnance detection dog units, medical units, morale and welfare, and support personnel.

¹Pub. L. No. 99-399, 22 U.S.C. 4801, et seq. (1986).

²The statutory authority permitting other than full and open competition is 41 U.S.C. 253 (C) (2). The regulatory authority is FAR 6.302-2, "Unusual and Compelling Urgency."

Allegation 3: The Department Might Be Inappropriately Covering Unauthorized Expenses With Funds From This Contract, Such as Costs in Iraq

Based on a sample of expenses billed to task orders 6 through 10, OIG did not find any costs applicable to Iraq. However, as discussed below, OIG did find duplicate billings and billings that were charged to incorrect task orders under the contract for WPPS operations in Israel.

Allegation 4: DS Was Not Adequately Monitoring the Contract

OIG found that DS was not adequately monitoring the costs submitted for the WPPS contract in Afghanistan. In this limited review, OIG found duplicate and incorrect billings resulting in the overcharges of at least \$950,000. OIG believes that the invoice errors by DynCorp were not deliberate but should have been caught if responsible DS officials more closely reviewed the invoices and support. DS program managers have indicated that a financial specialist would be hired to more closely monitor contract costs. On a program level, OIG noted that the COR, DS personnel from headquarters, and DS personnel assigned to Kabul did monitor contractor operational performance. [

Labor Charges

In many instances, timesheets were not signed by the detail members and, in some minor cases, their supervisors. In addition, OIG found:

- Various personnel belonging to other task orders under the WPPS contract were incorrectly charged to task order 8 and also charged in error at detail member rates between June and October 2003. DynCorp agreed to credit the contract for \$284,075.08.
- Not all the hours in the timesheets matched the amounts invoiced to the Department. This created overbillings and underbillings to the Department. There were six instances of overbillings, amounting to a total direct labor refund due the Department of \$5,137.65. There were eight instances of underbillings, amounting to a total direct labor cost of \$1,104.16, which the Department owes DynCorp.

- A security manager was charged to the WPPS contract incorrectly. He should have been charged to another Department contract for police training that is not associated with the WPPS contract. The Department should be refunded \$29,075.80.

Poor Accounting and Billing Procedures

OIG found instances of poor accounting of expenses by DynCorp, including charges to the wrong task order and duplicate and late billings.

- DynCorp billed the contract twice for the work performed by Aydiner Construction Co., Inc., on the renovation of Building No. 1, Camp Aegis, Afghanistan (70 percent payment). The duplicate charge was \$296,360.66, and DynCorp indicated in April 2004 that it would issue a credit, including the additional indirect costs. OIG learned that DynCorp also paid Aydiner twice and will need to seek reimbursement from the subcontractor.
- The "Yellow House" construction renovation project included a \$57,605 double-billing, plus indirect costs.
- DynCorp charged the EPD for a two-week period to two task orders, of which one was correctly charged and the other was not. DynCorp should reimburse the Department \$61,747.20.
- In one invoice sent to the Department, the line item for hazard pay was zero, which is incorrect, as every invoice should include hazard pay for detail members. DynCorp caught the error the following month and corrected it.
- For a training class, DynCorp charged both task orders 6 and 7 for the same amount. DynCorp agreed to credit the contract for \$138,733.94.
- A transformer costing \$43,994.28 was billed twice on the invoice for task order 6A-13 in October 2003 and was credited to task order 6A-20 in February 2004.
- A subcontractor providing travel services was paid twice for airline tickets, airline assistance, and hotels totaling \$27,337.70. The duplicate payments were made in June and September 2003. The credit to the contract was to be made in either the April or May 2004 contract invoice.

- There were several instances in which DynCorp billed to the wrong task order. For example, two vehicles at a cost of \$58,346 were incorrectly charged to task order 6 and should have been charged to task order 8. Also, charges for communications engineering and equipment totaling \$123,262.13 were incorrectly charged to task order 6A and should have been charged to other task orders, including one for WPPS operations in Israel.
- Our review of labor billings under task order 6 identified that seven detail members had not been billed for work performed during January and February 2003. A DynCorp official indicated that the labor was not billed at that time owing to inadequate funds available in the task order. DynCorp planned to request payment for \$107,140.68 in a future invoice.

Other Questionable Charges and Potential Cost-Savings

Based on OIG's inquiry, the European Overhead charge was discontinued on these task orders effective April 3, 2004. Originally this overhead charge was for the DynCorp administrative office in Germany that closed in July 2003. The cost of this overhead averaged about \$1,800 a month for the WPPS contract task orders in Afghanistan.

OIG reviewed purchases made by a subcontractor in Dubai that potentially could have resulted in savings if initiated by the contractor. One item was purchased from a U.S. supplier and sent to the subcontractor for forwarding to Afghanistan with a markup of 38 percent quoted to the contractor. The quoted price was inflated primarily because of the estimated airfreight charges from the United States to Dubai. The charge was \$800, and the actual cost was only \$357. In addition, as this was a cost-plus contract, the contractor added on about 15 percent. For another item, OIG found the final cost to be higher than a direct purchase from the U.S. manufacturer because of the various middlemen. OIG was told that the subcontractor had purchased items for another WPPS subcontractor that would add further layers of middlemen and inflate costs.

A subcontractor in Dubai also managed some of the travel arrangements for the contract that could potentially be more cost-effective if handled by the contractor. For example, on airline tickets, the subcontractor used a travel agency whose commissions, OIG believes, increased the final cost. In addition, the subcontractor reportedly retained discounts and rebates. A contract official agreed that savings could accrue to the contract if this function was performed internally.

Recommendation 1: OIG recommends that the Office of Acquisitions Management require the contractor under S-LMAQM-00-D-0027 to verify the contract credits of about \$950,000 and correction of invoiced amounts to the proper contract element, strengthen Department financial oversight of the contract, and consider an interim audit.

A/LM/AQM's response was that DynCorp has and continues to submit invoice credits. Thus far the credits total over \$1.4 million to the Department. The Bureau of Diplomatic Security will hire a financial specialist to monitor costs. A/LM/AQM will consider an interim audit.

Recommendation 2: OIG recommends that the Office of Acquisitions Management require the contractor under S-LMAQM-00-D-0027 to perform a cost-benefit study for the use of subcontractors to determine the most cost-effective means to obtain products and services.

A/LM/AQM told OIG that it would require DynCorp to conduct an analysis on its utilization of subcontractors.

Allegation 5: DynCorp Was Paying Protective Services Staff Excessive Incentives To Stay in Afghanistan, Which Was More Than It Would Cost To Train New Staff

OIG found no evidence that DynCorp was paying protective services staff excessive incentives to stay in Afghanistan or that incentive payments deviated from amounts established in the contract.⁵ A DynCorp official estimates that it costs about \$25,000 to train detail members before deployment overseas. The training curriculum has been vetted through DS. OIG believes that, overall, the training is a very professional set of courses for the short period of about two weeks. The one exception to training may be the need to improve driving skills. In addition, the high rate of detail members leaving Afghanistan before their contract tours have been completed increases the demand for new recruits and associated training costs.

⁵The incentive package, revised as of Oct. 20, 2003, was added to the base salary pay as follows: danger pay (25 percent), post differential (25 percent), completion bonus (10 percent), and contract resigning bonus (10 percent).

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OIG agrees that the driving segment of the training needs improvement, primarily because the basic driving skills course does not take into account the use of heavily armored vehicles required at post. A DynCorp official observed that adding more realistic driving scenarios that would be encountered in Kabul would enhance detail member performance.

OIG found that detail members were curtailing their contracts primarily for personal or medical reasons, although some members did leave early to obtain higher paying protective service assignments in Afghanistan and Iraq. Of the 104 detail members who left since the beginning of the Afghanistan portion of the contract, 46 fulfilled the terms of their contract (44 percent), 43 resigned, 12 were terminated, two had medical evacuations, and one died on duty. In addition, of the 54 support staff who left the country, only 23 (43 percent) fulfilled their contracts, 21 resigned, and 10 were terminated. There is no financial penalty to detail members for breaking their contract with DynCorp other than paying for a return airfare home and forfeiting a 10-percent-of-salary completion bonus. A DynCorp official stated that it expects some attrition owing to the harsh environment found in Afghanistan. Over the past year, the contract commitment period has increased from six months to one year. OIG believes that DynCorp has an adequate recruitment process in place, which also includes psychological screening to address those candidate issues likely to cause a detail member not to complete the one-year contract.

The two details in Afghanistan experienced high attrition rates and understaffing from the contract-required levels; thus, OIG judgmentally examined the personnel folders of six detail members to determine the reason for their resignations and to identify any other inconsistencies. OIG found that most of them resigned for personal reasons. [] b6

[other was that his mother was sick.] A DynCorp official told OIG that former employees terminated for cause should not be rehired and that personnel folders should document contract curtailment in as much detail as possible.

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Allegation 6: Weapons for Protective Staff Might Have Been Purchased Without the Proper Permits

OIG found no merit to this allegation. The Department provides all weapons for detail members, while DynCorp provides weapons for compound security personnel. DynCorp adheres to Department export control requirements found under the International Traffic in Arms Regulations that require a license for all weapons sent overseas. The Department supplies all ammunition for the detail and compound security personnel.

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APPENDIX A

Worldwide Personal Protective Services Contract in Afghanistan (S-LMAQM-00-D-0027), Task Orders 6 Through 10

Task Order 6

This task order for \$49,205,461, dated September 6, 2002, establishes the Karzai Protective Detail (KPD). It includes costs for predeployment training, labor costs for employees once they are in Afghanistan, and construction costs for the housing compound. Contractor personnel are to be issued diplomatic passports. The task order says that contractor-provided equipment (weapons, clothing, dogs, vehicles, etc.) is to be considered government-furnished equipment and be returned to the government before final payment. Contractor-purchased equipment must be approved by the COR and entered into appropriate inventory lists. Inventory lists are to be audited quarterly, and a report forwarded to the COR. The task order also requires monthly status reports, filed electronically, which provide the identification of the detail (Kabul); period of report; names of personnel on board; average hours worked per week per individual; significant events, activities, problems during the month; forecast for next month; and monthly cost data and cumulative cost data.

Task Order 7

This task order for \$1,335,015, dated January 10, 2003, provides funds for training replacement protective service personnel. Training is conducted in Virginia and West Virginia. b2

Task Order 8

This task order for \$4,627,703, dated January 29, 2003, provides funds for the Ambassador Protective Detail (APD), later changed to Embassy Protective Detail (EPD). The task order provides salaries, danger pay, accommodations, meals, airfare to Afghanistan, supplies, and vehicles. Modification 79 to this task order adds additional incentive pay.

Task Order 9

This task order for \$4,232,548, dated April 3, 2003, adds training funds for both APD (EPD) and KPD.

Task Order 10

This task order for \$1,183,016, dated April 15, 2003, provides for guards for a new access control point at the Embassy Kabul.

APPENDIX B




United States Department of State

Washington, D.C. 20520

www.state.gov

MEMORANDUM

TO: OIG – Mark W. Duda, Assistant Inspector General for Audits

FROM: A/LM/AQM – Cathy Read 

SUBJECT: Draft Audit Report on the Review of Allegations Concerning
DynCorp International's Worldwide Personal Protective
Services Contract in Afghanistan.

Attached, please find A/LM's comment to the subject report.
Ms. Ann Truitt, A/LM/AQM/WWD, is the contact person and she is located
in SA-6, 2nd floor and may be reached on (703) 875-6040.

Attachment: a/s

cc: A/EX/MGT - ASchuhart

A/LM/AQM Response to
Draft Audit Report on The Review of Allegations
Concerning DynCorp International's Worldwide
Personal Protective Services Contract in
Afghanistan

Recommendation 1: OIG recommends that the Office of Acquisitions Management require the contractor under S-LMAQM-00-D-0027 to verify the contract credits of about \$950,000 and correction of invoiced amounts to the proper contract element, strengthen Department financial oversight of the contract, and consider an interim audit.

A/LM/AQM Response:

DynCorp has and continues to submit invoice credits. Thus far the credits total over \$1.4 million to the Department. Documentation is in the contract file S-LMAQM-00-D-0027. Bureau of Diplomatic Security will add a financial assistant to monitor costs. The Office of Acquisitions Management will consider an interim audit.

Recommendation 2: OIG recommends that the Office of Acquisitions Management require the contractor under S-LMAQM-00-D-0027 to perform a cost-benefit study for the use of subcontractors to determine the most cost-effective means to obtain products and services.

A/LM/AQM Response:

The Office of Acquisitions Management will require DynCorp to conduct an analysis on their utilization of subcontractors.

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APPENDIX C

AUG 12 2004

MEMORANDUM

TO: OIG - Mr. Mark W. Duda, Assistant Inspector General for Audits

FROM: DS/PPB/PPD - Dan Pappas

Subject: DS's response to Draft Audit Report on the Review of Allegations
 Concerning DynCorp International's Worldwide Personal
 Protective Services Contract in Afghanistan

Thank you for the opportunity to review the draft report. DS has reviewed the draft and requests one addition to Appendix A, Task Order 6:

In an effort to retain trained personnel, Modification 73 adds three new CLINs to the contract to provide for incentive pay for protective detail members effective October 20, 2003.

If additional information is needed please call Kim Parker on 571.345.2732.

cc: Mr. Richard Astor

ABBREVIATIONS

APD	Ambassador Protective Detail
A/LM/AQM	The Bureau of Administration, Office of Logistics Management, Office of Acquisitions
COR	Contracting Officer's Representative
DCAA	Defense Contract Audit Agency
Department	Department of State
DS	The Bureau of Diplomatic Bureau
EPD	Embassy Protective Detail
KPD	Karzai Protective Detail
KPO	Karzai Protective Organization
OIG	Office of Inspector General
WPPS	Worldwide Personal Protective Services

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